

MASTER AGREEMENT
BETWEEN
DURANT COMMUNITY
SCHOOL DISTRICT
AND
DURANT EDUCATION ASSOCIATION
JULY 1, 2007 TO JUNE 30, 2009

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PREAMBLE

Durant Community School, hereinafter referred to as the "District", and the Durant Education Association, hereinafter referred to as the "Association", recognize that the aim of the public schools is to provide a quality education program for children and youth of the School District. The parties further recognize that attainment of this educational objective is a joint responsibility of the District: the administrative and supervisory staff, the professional teaching personnel of the district, the parents of students, and the community at large.

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

Article 1
Recognition

The Durant Community School recognizes the Durant Education Association as the sole and exclusive negotiating agent for all regularly employed certified personnel, hereinafter referred to as certified employees.

The Association will not negotiate for the superintendent, principals or coordinators.

If a certified employee has as secondary duties those of an administrative nature, including the authority to hire, transfer, assign, promote, discharge, discipline, evaluate, or process grievances of other employees or having the responsibility to make recommendations thereon, the Association will not negotiate those administrative duties or that portion of the salary considered to be administrative.

Certified employees shall include:

All full-time and part-time regular classroom teachers and special teachers.

All full-time and part-time guidance counselors.

All full-time and part-time librarians.

All full-time and part-time nurses.

Article 2

Impasse

The parties have agreed to the following Impasse procedures:

A. Mediation

Chapter 20 and Section 20.20 of the Iowa Code shall be used to implement the mediation process of collective bargaining.

B. Binding Arbitration

Chapter 20 and Section 20.20 of the Iowa Code shall be used to implement the binding arbitration process of collective bargaining.

Article 3

Grievance Procedure

A. Definition

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of specific provisions of the Agreement.

B. Statute of Limitations

Any grievance must be within ten (10-school days of the occurrence of the event grieved.) In the event that a grievance arises over an action generally unknown, the ten (10) school days shall begin when the action becomes generally known. Grievance must be filed within 10 work days of the situation causing the grievance. Failure to meet timeline will make the grievance null and void.

C. Rights

Every party covered by this Agreement shall have the right to present grievance in accordance with these procedures.

The failure of a teacher, or the Association, to act on any grievance within the prescribed time limits stated under each step will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits set forth under each step shall permit the grievant to proceed to the next step.

The time limits under each step may be extended by mutual agreement.

It is agreed that by investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant.

Any aggrieved person may be represented at all stages of the grievance procedure by themselves, and, at their option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have rights at all levels as a party of interest and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement.

D. Procedures

First Step: An attempt shall be made to resolve any grievance in informal, verbal discussion between grievant and his or her principal or principals with the objective of securing, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. This

Second Step: If the grievance cannot be resolved informally, the grievant shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written

grievance shall:

- a. State the nature of the grievance
- b. Note the specific clause or clauses said to be misapplied, misinterpreted, or violated
- c. State the remedy requested

The filing of the formal written grievance at the second step must adhere to the Statute of Limitations, Section B, above. The principal shall make a decision on the grievance and communicate it in writing to the grievant and the superintendent within ten (10) days after receipt of the grievance.

Third Step: In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within five (5) school days after such written grievance is filed, the grievant and the superintendent or the superintendent's designee shall meet in an attempt to resolve the grievance. The superintendent or designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the grievant and the principal.

Fourth Step: If the grievance is not resolved satisfactorily at step three, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the superintendent within fifteen (15) school days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within seven (7) school days, the Federal Mediation Service will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator will be binding on the parties.

Expenses for the Arbitrator's services shall be borne equally by the School District and the Association.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue, or issues, presented in writing by the School District and the Association and the arbitrator's decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

E. Year-End Grievance

In the event a grievance is filed at a time it cannot be processed through all the steps outlined, the time limits herein contained may be reduced by mutual agreement so that the grievance steps may be extended prior to the end of the school term or as soon after as possible.

F. Double Jeopardy

If the grievant files any claim in any forum other than the grievance procedure outlined in the Agreement, the School district shall not be required to process the same claim or set of facts through the grievance procedure.

Article 4

Employee Work Year

A. In-School Work Year

1. The in school work year for employees contracted on a nine (9) month basis shall not exceed 192 days.
2. The in school work year for employees contracted on a ten (10) month basis shall not exceed 210 days.
3. Certified employee attendance shall not be required whenever student attendance is not required unless the day is a scheduled in-service day, scheduled workday, or a make-up in-service day or work day. It is understood that certified staff have traditionally accepted some obligations which may deviate from the employee's normal work day. Examples would be parent-teacher conferences, open house/back-to-school night, and scheduled staff meetings which begin before and extend beyond the regular contract day.
4. The holidays of Labor Day, Thanksgiving Day, President's Day, Good Friday, and Memorial Day will be days on which no teacher shall be expected to perform duties.
5. When building the next year's calendar, the Superintendent shall consider staff wishes.
6. School will not be held on January 2 of any given year.

Article 5

Employee Hours and Load

A. Length of Day

The beginning and closing time of school shall be established by the Board of Education.

Certified employees shall report to their respective buildings at least thirty (30) minutes before the start of school each day. The start of school shall be defined, as the time students are required to report to their first scheduled class. Each teacher will remain in the building until thirty (30) minutes after students are dismissed.

B. Teaching Load

The teaching load shall be established by the Board of Education.

C. Lunch Periods

Certified employees shall have a daily duty-free lunch period of at least twenty-five (25) consecutive minutes during regularly scheduled serving times.

D. Preparation Time

Employees shall receive weekly preparation time equal to the length of five high school or middle school time periods.

Article 6

Extra-Curricular Activities

A. Approved Activities

The District or its designee shall determine what extra-curricular activities are official school-sponsored activities covered under the provisions of employee liability insurance coverage.

B. Employee Participation

Employee participation in extra-curricular activities shall not be considered voluntary. The District has the responsibility of providing proper student supervision and, therefore, the right to insist upon reasonable extra-curricular duties and to assign employees thereto. Every effort will be made to see that all employees share this responsibility equally.

Article 7

Staff Re-Assignment

A. Requested Transfer

Teachers desiring to transfer to a vacant position shall forward the request in writing to the Superintendent. A teacher may request a transfer to a position, which does not currently exist. This request must be submitted annually.

B. Assigned Transfer

An assigned transfer shall be considered the movement of a teacher, not based upon the request of the teacher, but at the discretion of the Superintendent of Schools.

C. Notice of Vacancy

If a position opens after the teacher contracts have been signed for the next school year, but prior to July 30 current staff members certified in the subject matter concerned shall have the first opportunity to apply for the vacant position. The Superintendent shall notify those staff members by sending written notification to their latest known address within five (5) working days of his first knowledge of the vacancy.

Article 8

Extended Absence from Duty

A. Discretion

Any decision to grant an extended absence from duty, except when governed specifically by law, shall rest solely with the Board of Education, as shall the terms and conditions of such absence.

During such absence from duty, the employee shall retain all seniority, accumulated sick leave, credit for all teaching experience, credit for all earned credits accrued during employment in this district and prior to employment in the district. The employee shall also be a part of the group hospitalization plan if permitted by the insurance carrier, if he/she pays the monthly premium, and retain all days accumulated under the existing policy for Temporary Absence from Duty as covered under Article 17.

Article 9

Health

All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician of the employee's choice within twenty (20) days of initial employment attesting to the employee's physical fitness. New employees shall be advised of the physical fitness requirements at the time of employment. Failure to notify the employee as specified above shall not deprive the employee of any wages or benefits under this Agreement prior to fulfilling the physical fitness requirements.

Fifteen dollars (15.00) of the cost of such examination (initial only) shall be paid by the District.

The District may require subsequent examination when in its judgment, such an examination is relevant to an employee's performance or status. If the District requires an examination, it will pay the cost of said examination and will specify the type of doctor who shall administer the examination.

Examinations, which include TB testing, must be submitted on initial employment.

Article 10

Safety Provisions

A. Protective Devices

If the District or its designee determine that special clothing or equipment are needed by a certified employee to safely carry out an assigned task, the District will provide said clothing or equipment at no cost to the certified employee. Said employee will be held responsible for the proper care of all clothing and equipment provided by the District. Further, said employee will be responsible for replacement of lost or damaged clothing or equipment resulting from the negligent acts or omissions of the employee. Employees desiring to replace any clothing or equipment must return any used items to be replaced.

B. Use of Reasonable Force

A certified employee may, within the scope of his employment and pursuant to existing District policy, the District's liability insurance contract, and existing laws, use and apply such amount of force as is reasonable and necessary in the following situations:

1. To quell a disturbance threatening physical injury to others.
2. To obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil.
3. For the purpose of self-defense.
4. For the protection of persons or property.

Article 11

Procedures for Staff Reduction

The District has a responsibility to the citizens of the school district to run the schools in an effective and efficient manner.

The District will examine curriculum, community needs, and other pertinent information in making any decision on staff reduction.

Employees who are reduced in force will be notified in writing by the District through its official agent, the Superintendent, and reasons provided in accordance with the Code of Iowa.

A. Authority

The District will determine when, and if, a reduction in staff is necessary. It will also determine the areas (grade levels, subjects, etc.) where such reduction will occur.

B. Layoffs

Where one or more employees are to be laid off, those employees with emergency or temporary certification shall be laid off first. Fully certificated employees properly endorsed by the State of Iowa in the curricular areas affected, will be laid off second on the basis of their seniority, skill, ability, and subject matter competence.

Seniority shall normally be the controlling factor; however, other factors may override seniority in unusual circumstances. Should a non-seniority factor be used as a basis for layoffs, in any grievance proceeding the District shall have the burden of proving that non-seniority factors shall be controlling.

Employees with less than two (2) full years of experience in the District may be terminated at the sole discretion of the District.

No employees may be prevented from securing other employment during the period he/she is laid off under this subsection.

C. Recall Rights

Laid off employees shall have recall rights for two (2) years from the date of layoff, and shall be recalled to positions for which they are certified and qualified before new employees are hired to fill vacancies in such positions. If an employee on layoff status fails to notify the Superintendent by certified mail of his or her desire to return to work within five (5) days of receipt of recall notice, his or her recall shall terminate. Benefits during layoff shall not continue or accrue, nor shall they be less after recall.

Article 12

Evaluation Procedures

- A. An evaluation orientation program, directed toward certified staff will be conducted by the building principal and evaluator each year.
- B. The evaluator shall evaluate each certified employee formally, in writing, at least once every three years. The evaluation shall include an observation of at least twenty minutes, and a conference between the evaluator and the employee to review the evaluation.
- C. The employee shall receive a copy of the evaluation. The employee who disagrees with the evaluation report may discuss the accuracy and fairness of the report and accompanying recommendations with the evaluator.
- D. If the employee feels his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her evaluation file. Any written statement by the employee shall be made within ten (10) workdays of their receipt of the formal written evaluation. Said evaluation file shall be available for employee review. The file copy of such objections shall be signed by both parties to indicate awareness of the content.
- E. Those employees deemed by the administration to have performed unsatisfactorily shall have had more than one (1) classroom observation, shall be informed of the content of the observations, shall be given specific suggestions for improvement and shall be re-evaluated before contract termination proceedings are begun. The evaluations shall be at least three weeks apart. However, the employee has the obligations for remediation.
- F. The formal evaluations may be subject to the grievance procedures if the overall evaluation inaccurately or unfairly results in an unsatisfactory evaluation which includes a recommendation for retention at the same salary, or recommendation for termination.

If the grievance goes to arbitration the arbitrator may rule in favor of the grievant if there is a preponderance of evidence the evaluation is inaccurate or unfair.
- G. Any new employee who is on probation pursuant to Iowa Law (Code 279.19) shall not have the right to file a grievance pursuant to this Article.
- H. Employees shall be given a copy of any item that is added to their evaluation file and shall have the right to include a written response to each item that is in their evaluation file and shall have ten (10) working days from the date the employee is notified.

Article 13

In-Service Training

A. Professional Conferences

Application to attend professional conferences, meetings, clinics or workshops shall be submitted to the building administrator for initial approval or rejection. The building principal will forward the application of the superintendent for his approval or rejection. The school district shall have full discretion on the use of this article.

Applications will be considered when the conference, clinic, meeting, or workshop meets the needs of the district. Other considerations will be: if the session is in the subject area of the employee's teaching assignment; and when the application is received at least ten (10) days in advance of the first day of attendance at the event.

Expenses shall be (1) the district will reimburse mileage at the IRS rate, staff must use a school vehicle unless they are being used, no staff may use their personal vehicle without prior approval from the Superintendent, (2) registration fees in full, (3) maximum of \$15.00 per day for food. If overnight a maximum of \$25.00, and (4) maximum of \$75.00 per person for overnight accommodations. If two employees of the same sex, up to one hundred dollars (\$100.00) will be allowed toward the cost of the room.

B. In-Service Committee

An In-Service Committee with teacher representation may be established for the purpose of making recommendations to the District on the structure and content of the District's in-service training program.

Article 14

Dues Deduction

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing payroll deduction of professional dues by September 10th of each calendar year.

The Association is responsible for providing the authorization form for its distribution, its collection, and for its transmittal to the District or its designee.

"Dues" are defined as the current year's DEA, ISEA, and NEA membership fees (or any part thereof) and do not include initiation fees, special assessments, back dues, fines, or similar items.

The Association agrees to hold harmless the District, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising of the application of the provisions in the agreement between the parties for dues deductions.

Further, dues deduction authorizations may be revoked at any time upon thirty (30) days' notice by the employee to the District or its designee.

B. ISEA Credit Union

Any employee may authorize monthly payroll deductions in any amount to be forwarded to the employee's account in the ISEA Credit Union subject to the following restrictions: (1) ISEA shall be the only credit union for which dues will be withheld (2) the amount of the deduction shall be specified in September and not changed until the following September.

Article 15

Insurance

A. Hospitalization

The District agrees to pay 100% of the individual or forty five percent of the family premium for each employee under a group policy.

B. Long-term Disability

The District will pay 100% of the premium cost for income protection coverage for all employees under the age of 64 years and 9 months. Said coverage will contain the provision that an employee is eligible for disability benefits at expiration of accumulated sick leave.

C. Liability Coverage

All certified employees will be covered by a school-financed liability policy covering the employee in his conduct of school business.

D. Selection of Carrier

All insurance program carriers and programs shall be selected by the District. Prior to any change in insurance carrier(s), the Association shall be consulted before the District's final decision. If the district changes insurance carriers benefits shall be comparable to the current benefits.

E. Dental Program

The District will pay up to a maximum of \$11.12 toward the single monthly premium for coverage under the District group policy.

F. Eligibility

Coverage under the above insurance provisions is subject to the carrier's eligibility requirements.

Article 16

Sick Leave

A. Accumulated Benefits

The maximum accumulation will be 120 days and shall be accumulated in accordance with state law. If an employee has reached the maximum accumulation of sick leave days, the employee is not entitled to additional days at the beginning of the school term nor during that school year. A new employee shall not be given credit for any sick leave days until he/she appears for work the first day in the district.

B. Definition

Sick leave usage shall be limited to injury, sickness, or medical appointment for the employee and their immediate family (wife, son, daughter) only. Further, elective surgery such as cosmetic surgery, which could be deferred to a time when the teacher had no classroom responsibilities, is not a valid use of sick leave.

C. Minimum Units

The minimum usage of sick leave shall be units of one half day.

D. Notice of Accumulation

Any employee may check with the central office at a time of mutual convenience to determine how many days have been used or accumulated.

E. Sick Leave Abuse

The District shall have the right to require satisfactory proof of illness and injury in cases of suspected abuse.

F. Misuse

Misuse of sick leave by any employee will result in the loss of pay for the day(s) misuse occurred and a written statement being placed in the employee's personnel file. Any additional misuse of sick leave may subject the employee to further discipline.

G. Maternity Leave

The District will follow the Family Medical Leave Act as stated in Board Policy.
See Article 17, J.

Article 17

Temporary Absence from Duty

A. Religious

Any certified employee may be granted time off for recognized religious holiday of the teacher's faith. This time off shall be without pay.

B. Jury

Any certified employee summoned for jury duty shall be entitled to time off with pay, providing any fees or remuneration the employee received during such time off are turned over to the Durant Community School system. The employee shall promptly return to school for duties if released from jury duty for the remaining portion of the school day.

C. Personal

Each employee shall have two (2) days to be used for the employee's personal affairs without loss of pay. The employee shall not be required to give a reason for the use of personal leave.

An employee planning to use personal leave must notify the building principal at least twenty-four hours in advance, if possible. Requests for personal leave with less than twenty-four hours notice may be granted by the Superintendent. Personal leave will not be granted the first ten (10) days or the last ten (10) days of the school year or on an in-service day or before or after a holiday or for extended vacations except in extenuating circumstances may be granted at the superintendent's sole discretion and shall not be subject to grievance procedures. No more than (three) 3 employees may be on personal leave on any given date. Staff is to turn their request into the district office. Approval will be on a first come first serve basis

Personal leave should be used for reasons which include, but not necessarily limited to, taking care of business involving a federal agency, attending the wedding or funeral of a close friend or relative who is not a member of the immediate family. It is understood that personal leave should not be used for reasons which include, but not necessarily limited to pleasure trips, shopping trips, or taking care of business that could be performed after the employee's working day.

D. Professional

Employees are entitled to two (2) days of professional leave per year. Approval shall be at the sole discretion of the Superintendent. If approved, expenses shall be paid as set forth in Article 13.

E. Association Leave

Up to four (4) days of leave for members of the Durant Education Association to attend meetings, conferences and conventions of the local, state and national affiliated organizations. These days will not accumulate. The employee will be paid his/her regular daily salary but no additional expenses will be paid by the District. The Association President shall provide the building principal written notice of the members who will be using Association leave at least five (5) days in advance. No more than two (2) employees shall be absent from the District at any one time while on Association leave.

F. Emergency

Emergency leave, not to exceed four (4) days per year, in the immediate family of the employee or employee's spouse, shall be granted without loss of pay, to be charged against the employee's accumulated sick leave. This leave shall be cumulative to a total of eight (8) days and shall be a part of the accumulated sick leave and not as an addition to it.

G. Sentiment

Sentiment leave, not to exceed three (3) days per year may be requested of the Superintendent. The purpose of such leave shall be to attend any funeral(s) of school-related personnel (parents of students presently enrolled, students presently enrolled, employees of the District, Board members) and shall be with pay and not be cumulative. Only two (2) employees may be absent for Sentimental Leave on the same day unless otherwise approved by the Superintendent.

H. Bereavement

Bereavement leave, up to five (5) days for each occurrence, as may be determined necessary by the Superintendent, may be granted the employee in the event of the death of:

Spouse of employee	Father of spouse
Child of employee	Mother of spouse
Father of employee	Grandfather of spouse
Mother of employee	Grandmother of spouse
Grandfather of employee	Brother/Brother-in-law
Grandmother of employee	Sister/Sister-in-law
Step Child	Step Parent

There shall be no deduction in pay and this leave, while in addition to sick leave, is not cumulative.

I. Special Leave

Each employee may be granted up to five (5) days of special leave, without loss of pay, for dealing with calamities such as floods, fire, tornado or other natural disasters. Special leave may be granted at the discretion of the Superintendent.

J. Family and Medical Leave

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

Article 18

Wages & Salaries

A. Policies

Present District policies will govern the salary guide advancement from column to column (horizontally), and earned hour's necessary for advancement horizontally.

Advancement on the salary schedule, by step, shall not be automatic. If performance has not been satisfactory according to the criteria set forth in the evaluation orientation program as described in Article 12 of this Master Contract, the employee may be retained at his/her present salary. The employee will be notified in writing, of this possibility on or before February 15th. An employee held on salary during the year may, upon satisfactory performance during the year, be granted the salary he/she would have earned had he/she not been held on salary.

B. Pay Dates

The pay date shall be the twentieth (20th) of each month with payment on the last working day before the twentieth (20th) if that date should fall on Saturday or on a holiday.

C. Options

Certified employees will be paid in 12 installments.

The Association negotiates the supplemental increment pay and rate of availability pay but not the position or practice. Therefore, the District has the right to drop any supplemental pay position or to do away with the practice of availability pay should conditions and circumstances so dictate.

D. Reclassification

Horizontal reclassification:

- (a) A non-degree teacher may move horizontally one column to the right after completed courses and secured eight (8) semester hours of additional credit toward fulfillment of requirements for his/her BA Degree; additional credit need not be related to teaching assignment.
- (b) A BA Degree teacher may move horizontally one (1) column to the right after having completed courses and secured eight (8) semester hours of graduate level credit which will apply toward fulfillment of requirements for his/her MA Degree and/or be in the subject matter area in which the teacher is presently engaged, provided that the right eight (8) hours of graduate credit are earned "after and beyond" the date of the granting

of the BA Degree; additional credit need not be related to teaching assignment. All courses not applying to an MA Degree shall be approved in advance (in writing) by the Superintendent.

- (c) A MA Degree teacher may move horizontally one (1) column to the right after having completed courses and secured eight (8) semester hours of graduate level credit earned "after and beyond" the date of the granting of the MA Degree; additional credit need not be related to teaching assignment.

Vertical Reclassification:

- (a) A teacher may move only one (1) step vertically on the salary schedule each year. This provision is subject to Section A of the Article.

For those who qualify, teachers can and may move both horizontally and vertically on the salary schedule in any one year, by presenting proof of work accomplished by September 1st of any year; contracts previously drawn in the spring will be revised before September payroll is made up.

E. Substitutes (Staff)

A staff member may be asked to volunteer to substitute during conference or preparation periods when a substitute is not available. The staff member will be paid ten dollars (\$10.00) per hour.

F. Direct Bank Deposit

All certified staff will be paid via direct deposit. The employee will choose one (1) institution for direct deposit for the school year.

- G. Agreement was reached that staff members would remain at the 2003-04 school year vertical level of placement on the salary schedule. The vertical step freeze is for the 2004-05 school year only.
- H. Provide an increment of 1% of the base for staff members at the bottom of the salary schedule. (Applies to staff members who have been at the bottom of the salary schedule for one year or more.)

2007-2008 Salary Schedule

	<u>Col. 1</u> BA	<u>Col. 2</u> BA8	<u>Col. 3</u> BA16	<u>Col. 4</u> BA24	<u>Col. 5</u> MA	<u>Col. 6</u> MA8	<u>Col. 7</u> MA16	<u>Col. 8</u> MA24	<u>Col. 9</u> MA32
<u>Ghost/Step 1</u>	1 24,080								
<u>Step 2</u>	1.049 25,260	1.079 25,982	1.109 26,705	1.139 27,427	1.169 28,150	1.199 28,872	1.219 29,354	1.239 29,835	1.259 30,317
<u>Step 3</u>	1.089 26,223	1.119 26,946	1.149 27,668	1.179 28,390	1.209 29,113	1.239 29,835	1.259 30,317	1.279 30,798	1.299 31,280
<u>Step 4</u>	1.129 27,186	1.159 27,909	1.189 28,631	1.219 29,354	1.249 30,076	1.279 30,798	1.299 31,280	1.319 31,762	1.339 32,243
<u>Step 5</u>	1.169 28,150	1.199 28,872	1.229 29,594	1.259 30,317	1.289 31,039	1.319 31,762	1.339 32,243	1.359 32,725	1.379 33,206
<u>Step 6</u>	1.209 29,113	1.239 29,835	1.269 30,558	1.299 31,280	1.329 32,002	1.359 32,725	1.379 33,206	1.399 33,688	1.419 34,170
<u>Step 7</u>	1.249 30,076	1.279 30,798	1.309 31,521	1.339 32,243	1.369 32,966	1.399 33,688	1.419 34,170	1.439 34,651	1.459 35,133
<u>Step 8</u>	1.289 31,039	1.319 31,762	1.349 32,484	1.379 33,206	1.409 33,929	1.439 34,651	1.459 35,133	1.479 35,614	1.499 36,096
<u>Step 9</u>	1.329 32,002	1.359 32,725	1.389 33,447	1.419 34,170	1.449 34,892	1.479 35,614	1.499 36,096	1.519 36,578	1.539 37,059
<u>Step 10</u>	1.369 32,966	1.399 33,688	1.429 34,410	1.459 35,133	1.489 35,855	1.519 36,578	1.539 37,059	1.559 37,541	1.579 38,022
<u>Step 11</u>	1.409 33,929	1.439 34,651	1.469 35,374	1.499 36,096	1.529 36,818	1.559 37,541	1.579 38,022	1.599 38,504	1.619 38,986
<u>Step 12</u>	1.449 34,892	1.479 35,614	1.509 36,337	1.539 37,059	1.569 37,782	1.599 38,504	1.619 38,986	1.639 39,467	1.659 39,949
<u>Step 13</u>	1.489 35,855	1.519 36,578	1.549 37,300	1.579 38,022	1.609 38,745	1.639 39,467	1.659 39,949	1.679 40,430	1.699 40,912
<u>Step 14</u>			1.589 38,263	1.619 38,986	1.649 39,708	1.679 40,430	1.699 40,912	1.719 41,394	1.739 41,875
<u>Step 15</u>					1.689 40,671	1.719 41,394	1.739 41,875	1.759 42,357	1.779 42,838

THE 1% OF THE BASE IS CALCULATED FROM A GHOST BASE (Column 1 Step 1)

SPECIAL INCREMENTS FOR SPECIAL SERVICES

1. All increments for athletic coaching are based on a percentage of the scheduled salary; this percentage is figured on the appropriate step on the BA salary, Column VII. In this way, the increment for coaching increases with experience, but is not related to advanced training beyond the BA degree; calculations of dollar increment for each extra-curricular assignment shall be based on previous experience in coaching or directing such activity.
2. The base pay will come from the ghost number still used to come up with the multipliers from the old step 1 column 1.

FALL SPORTS

	<u>Head Coach %</u>	<u>Asst. Coach %</u>
Cross Country, Varsity Girls	11.0%	
Cross Country, Varsity Boys	11.0%	
Football, Varsity	12.0%	9.0%
Football, Junior High	7.0%	7.0%
Volleyball, Varsity	11.0%	8.0%
Volleyball, Seventh Grade	7.0%	
Volleyball, Seventh & Eighth Grade, Asst.		7.0%
Volleyball, Eighth Grade	7.0%	
Volleyball, Seventh & Eighth Grade	9.0%	

WINTER SPORTS

Basketball, Boys' Varsity	12.0%	9.0%
Basketball, Girls' Varsity	12.0%	9.0%
Basketball, Boys' Seventh Grade	7.0%	
Basketball, Boys' Eighth Grade	7.0%	
Basketball, Boys' Seventh & Eighth Gr.	9.0%	
Basketball, Girls' Seventh Grade	7.0%	
Basketball, Jr. High Girls Asst.		7.0%
Basketball, Girls' Eighth Grade	7.0%	

Basketball, Girls' Seventh & Eighth Gr.	9.0%	
Wrestling, Varsity	12.0%	9.0%
Wrestling, Junior High	7.0%	

SPRING SPORTS

Track, Boys' Varsity	11.0%	
Track, Joint Asst.		7.0%
Track, Girls' Varsity	11.0%	
Track, Boys Junior High	7.0%	
Track, Girls' Junior High	7.0%	
Golf, Boys' Varsity	5.0%	
Golf, Girls' Varsity	5.0%	

SUMMER SPORTS

Baseball, Varsity	12.0%	8.0%
Softball, Varsity	12.0%	8.0%
7 th Grade Softball	7.0%	
7 th & 8 th Grade Softball	9.0%	

2. Miscellaneous Special Services:

A.	Cheerleading Sponsor		
	Junior High	2.5%	
	High School	5.0%	
	Fall	4.0%	
	BB/GB	4.0%	
	Wr	4.0%	
B.	Dance Sponsor	5.0%	
C.	Girls' Chaperone	(\$200.00)	\$3.00/hr
D.	Band Director	12.0%	
E.	Summer Band	\$6.00/clock hr	

F.	Vocal Music Director	8.0%
G.	Fall All-School 3-Act Play	
	Director	4.5%
	Assistant	3.0%
H.	Spring All-School 3-Act Play	
	Director	3.0%
	Assistant	2.0%
I.	Speech Activities	6.0%
J.	Debate (Competitive Schedule)	2.0%
K.	Yearbook Sponsor	3.5%
L.	Newspaper Advisor	3.0%
M.	A-V Director (Machines)	4.5%
N.	HS NHS Director	3.0%
O.	Junior High Band Director	7.0%
P.	Fall Musical Accompanist	2.0%
Q.	FCCLA	3.0%
R.	Student Council Advisor	7.0%
S.	K-8 Memory Book Coordinator	2.0%
T.	Kitten Tales Coordinator	2.0%
U.	Junior High St. Council Advisor	2.0%
V.	Technology Coordinator	\$16.00/hr
	(Hours must be pre-approved by administration)	
W.	Computer Coordinator	\$16.00/hr
	(Hours must be pre-approved by administration)	

Article 19

Finality of Contract

This Agreement supersedes all previous agreements and practices between the District and the Association, unless expressly stated to the contrary herein and constitutes the entire contract between the parties, and concludes collective bargaining for its term.

Article 20

Compliance Clauses and Duration

A. Separability

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

B. Distribution

One copy of this Agreement will be provided each teacher. Other copies, beyond one per teacher, shall be provided at Association expense.

C. Notices

Whenever any notice is required to be given by either of the parties to the Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to District at Durant Community School
2. If by District, to Association at Durant Community School

D. Period of Agreement

This Agreement shall be effective as of July 1, 2007, and shall continue in effect until June 30. Total package agreements are as follows, 2007-08, 5.0% and 2008-09, 4.2% (of which insurance was cost at a 5% increase. If insurance comes in lower than the 5%, the difference will be added to the salary portion, if the insurance comes in higher than 5% money will be taken from the salary portion.

E. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures place thereon.

Durant Education Association

By _____
Its President

By _____
Its Chief Negotiator

Date _____

Durant Community School District

By _____
Its President

By _____
Its Chief Negotiator

Date _____